

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Chief John George/693-8320
Document Prepared by Lona Patane

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE SCHOOL BOARD OF BROWARD COUNTY FOR THE COMPENSATION OF TWO ADDITIONAL EXISTING SCHOOL RESOURCE OFFICERS.

REPORT IN BRIEF: The Town currently has five School Resource Officers assigned to schools within the Town. Last Year the Town Council approved the contract with Broward County School Board wherein the School Board compensated the Town for one high school, one middle school, and one elementary School Resource Officer at a rate of \$12,000 per SRO for a total of \$36,000 per school year. The Broward County School Board wishes to amend the current contract to include the remaining two existing SRO's that the Town was not previously compensated for under the contract. This would add \$24,000 to the amount compensated to the Town. There is no cost or need for additional personnel associated with this agreement to the Town. This is an amendment to this year's existing contract, which has been reviewed and approved by the Town of Davie Attorney, Monroe Kiar. The execution of this agreement is time sensitive and needs to be approved as soon as possible so the Town can receive the funding.

PREVIOUS ACTIONS: This agreement between the Broward County School Board and the Town of Davie is executed annually for the School Resource Officer Program.

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? This is not a budgeted item. This is a reimbursement in the amount of \$2,400 for SRO Officers per month for 10 months or \$24,000 per year.

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution
Amended Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE SCHOOL BOARD OF BROWARD COUNTY FOR THE COMPENSATION OF TWO ADDITIONAL EXISTING SCHOOL RESOURCE OFFICERS.

WHEREAS, Town Council has shown support in the past for the SRO program and the Town of Davie is currently compensated for one high school, one middle school and one elementary School Resource Officer by Broward County School Board and;

WHEREAS, the School Board of Broward County wishes to modify its existing contact and compensate the Town for the two remaining SRO's; and

WHEREAS, the School Board of Broward County will pay the Town of Davie an additional \$24,000 for these officers.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the amended agreement between the Town of Davie and the School Board of Broward County.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003

**FIRST AMENDMENT TO THE SCHOOL RESOURCE OFFICER PROGRAM
AGREEMENT**

THIS AGREEMENT made and entered into the

_____ day of _____, 2003 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC")
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TOWN OF DAVIE, FLORIDA
(hereinafter referred to as "TOWN")
1230 S. Nob Hill Road
Davie, Florida 33314

AGREEMENT

WHEREAS, an existing agreement of February 18, 2003 (hereafter "AGREEMENT") has established the School Resource Officer Program for Secondary Schools, this amendment will establish an Elementary School Resource Officer Program; and

WHEREAS, the SBBC desires the TOWN to have Police Officers serve as School Resource Officers in several Elementary Schools located within Broward County, Florida; and

WHEREAS, all portions of the existing agreement remain in force with the following amended mutual promises:

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

- 1.01 **Recitals:** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

- 2.01 **Elementary School Resource Officers:** The TOWN shall provide two (2) Police Officers to work as Elementary School Resource Officers, for a full School calendar year to the following school or schools operated by SBBC:

Davie Elementary
Flamingo Elementary
Fox Trail Elementary
Hawkes Bluff Elementary

Nova Blanche Forman Elementary
Nova Eisenhower Elementary
Silver Ridge Elementary

- 2.02 **Compensation:** SBBC shall pay to TOWN the sum of Twelve Thousand Dollars (\$12,000.00) per Officer for the School Resource Officer Program.
- 2.03 **Payment Schedule:** Beginning September 2002, payments shall be made in ten installments upon the submission of monthly invoices by the TOWN and certification by the Principal or his/her designee that the services rendered were satisfactory. The monthly payment of One Thousand Two Hundred Dollars (\$1,200.00) per Officer of the School Resource Officer Program shall be made within thirty days of receipt of the invoice
- 2.04 **Term:** This agreement shall be made for a 10-month term beginning the 20th day of August 2002 through the 12th day of June 2003.

GENERAL CONDITIONS

- 3.01 **Captions:** The captions, section numbers, article numbers, title and headings appearing in this First Amendment to Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this First Amendment to Agreement, nor in any way effect this First Amendment to Agreement and shall not be construed to create a conflict with the provisions of this First Amendment to Agreement.
- 3.02 **Remaining Provisions in Effect:** Except as expressly notified herein, all other portions of the First Amendment to Agreement remain in full force and effect.
- 3.03 **Authority:** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on this date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Lois Wexler, Chair

Approved as to Form:

Franklin L. Till, Jr.
Superintendent of Schools

School Board Attorney

FOR THE TOWN OF DAVIE

(Corporate Seal)

TOWN OF DAVIE

By _____
MAYOR

ATTEST: _____

Approved As To Form


TOWN ATTORNEY

The Following Notarization is Required for Every Agreement Without Regard to Whether the TOWN Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____
20__ by _____ of _____
Name of Person Name of Corporation or Agency

on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as
Type of Identification
identification and did/did not first take an oath.

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.